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2
3 BILL NO. S-76-01- 19

4 SPECIAL ORDINANCE NO. S- 45-76

5 AN ORDINANCE approving a certain bid
6 document for the demolition of Jefferson
7 Recreation Center Building

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. A certain bid document Ref. No. 689 dated
11 December 1, 1975, between the City of Fort Wayne, by and through
12 its Mayor and the Board of Park Commissioners and MARTIN, INC.
13 for:

14 For demolition or wrecking and removal of
15 the Jefferson Recreation Center Building \$24,895.00
16 all as more particularly set forth in said bid document Ref. No.
17 689 and Purchase Order No. 3-32487, which are on file in the
18 Office of the Department of Purchasing and are by reference in-
19 corporated herein, made a part hereof and are hereby in all things
20 ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and
22 effect from and after its passage and approval by the Mayor.

23 
24 _____
25 Councilman

26
27
28
29
30
31
32 APPROVED AS TO FORM
33 AND LEGALITY,
34 
35

Read the first time in full and on motion by Moses, seconded by Stier, and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 1-13-76

Charles W. Stier
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Stier, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOTE
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS				<u>A</u>	
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

Date: 2-10-76

Charles W. Stier
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-45-76 on the 10th day of February, 1976.

ATTEST:

(SEAL)

Charles W. Stier
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of February, 1976, at the hour of 11:00 o'clock _____ M., E.S.T.

Charles W. Stier
CITY CLERK

Approved and signed by me this 11th day of Feb., 1976, at the hour of 3:00 o'clock _____ M., E.S.T.

Robert E. Thompson
MAYOR

Hold Till 2/3/76
ask Park Board to
appear

Bill No. S-76-01-19

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a certain bid document for the demolition of Jefferson
Recreation Center Building

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses Jr
DJ Schmidt
Vivian G. Schmidt
Paul M. Burns
William T. Hinga

2-10-76 CONCURRED IN
DATE _____ CHANCELLER _____ GERMAN, CITY CLERK

Tabulation of Bid:

Bid Reference No.: 689

Closing Date December 17, 1975

Demolition & Removal
of Jefferson Recreational
Center Building

F/S Inc. - A/A Attached
Ceko, Inc.
2524 Shady Oak Drive
Fort Wayne, Indiana *Check 1652*
NON-COLL-OK *1500.00*

29,865.00

F/S Inc. - A/A on file
L. I. Griffin & Sons, Inc.
4920 South Monroe Street
Fort Wayne, Indiana
NON-COLL-OK *BID BOND-OK*

29,352.00

F/S Inc. - A/A on file
Martin, Inc.
P. O. Box 522
4315 Meyer Road
Fort Wayne, Indiana 46801 *BID BOND*
NON-COLL-OK

24,895.00

S & O Constructors
438 1/2 East Lewis Street
Fort Wayne, Indiana

Mote Construction
P. O. Box #229
Union City, Indiana

Northern Virginia Demolition
2526 Rivera Drive
Mishawaka, Indiana 46544

International Demolition & Salvage
Brentwood, Tennessee 37027

J. E. K...
12/17/75 @ 10:00 AM
Filed to Tom Spafford - 12/17

Tractor Inc. *Paid B/M. 689* **CITY OF FORT WAYNE**

DEPARTMENT OF PURCHASES
 NUMBER ONE EAST MAIN STREET
 ROOM 470
 FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
 8th Floor - City County Building
 One Main Street - Fort Wayne, Indiana

Martin, Inc.
 P. O. Box 522
 4315 Meyer Road
 Fort Wayne, Indiana 46801

LIVER TO:

PARTMENT
 DIVISION Same As Above

DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
 CERTIFICATE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-32487

DATE December 19, 1975

REF. NO.
 REQ. NO. 2494

THE ABOVE INFORMATION MUST APPEAR ON
 ALL INVOICES, BILLS OF LADING, DELIVERY
 TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
 WANTED }

APPROPRIATION
 AND FUND
 NUMBER } 21-850-261 (Enc.)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
		For demolition or wrecking and removal of the Jefferson Recreational Center Building.		24,895.00
		Per Bid No. 689 and Specifications.		
		Complete Date - 30 days A.R.O. or sooner.		
		NOTE: Certificates required under Bid and Specifications must be furnished, before work can be started, to the Purchasing Department.		
		Net 30 Days.		
		Subject to Councilmanic Approval		
		JEK/gb		

DELIVERANCE WITH
 DELIVERY DATE
 ESTED WILL BE
 FOLLOWED UP
 IF NECESSARY.

NOTE

READ
 INSTRUCTIONS ON
 BACK OF THIS
 ORDER

CONTRACTOR OR
 ORDER, BY ACCEPT-
 THIS ORDER, A-
 S TO THE GEN-
 CONDITIONS AND
 OF AGREEMENT
 BACK OF THIS
 R.

IF OTHERWISE
 ATED THE PRICES
 INCLUDE ALL
 FOR DELIV-
 PACKING, ETC.,
 NECESSARY TO COM-
 E DELIVERY TO
 INATION SPECI-

IF OTHERWISE
 ATED THE PRICES
 AND DO NOT INCLUDE
 IS OF ANY KIND.

OPTION BLANKS
 I. BE FURNISHED
 N NECESSARY.

JO. SALES TAX
 OFS. CERTIF. NO.
 34508

HIS ORDER DOES
 AGREE WITH YOUR
 ITATION KINDLY
 URN IT WITH AN
 LATION.

HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
 ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
 NECESSARY AUTHORITY HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
 IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
 FILE IN THIS OFFICE.

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

EQUIRED FOR DELIVERY TO:

Department - Division Board of Park Commissioners

Address - 8th Floor - City County Building

Address - One Main Street - Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Time of Bids - Wednesday - December 17, 1975 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34668. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Qty	Units	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Demolition or wrecking and removal of the Jefferson Recreational Center Building at 515 West Jefferson.		24,895 ⁰⁰
		The enclosed Non-Collusion Affidavit must be completed and returned as part of your bid.		
		If more information is required contact Mr. Dennis Noak, Park Department, 423-7682		
		Each Bidder must submit a current 1975 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, in not on file in E.E.O. Office.		
		Specify which: On File: <input checked="" type="checkbox"/> Attached: <input type="checkbox"/>		

Bond required ☐ YES ☒ NO 5% Performance Bond ☐ YES ☒ NO

See instruction item No. 16 on reverse side hereof.

ms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the City set opposite each item.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Signed

Name of Company

Title

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ as follows: _____
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ as follows: _____
Board-Commissioner Dept. of Purchasing, etc.

BID AND SPECIFICATIONS
FOR DEMOLITION AND SITE CLEARANCE OF STRUCTURE
FOR THE PARK DEPARTMENT - JEFFERSON SCHOOL BUILDING

To: City of Fort Wayne
Department of Purchases
Room 470 - City County Building
One Main Street
Fort Wayne, Indiana

I, the undersigned, having familiarized (himself) (themselves) (itself) with existing conditions affecting the cost of work of the demolition and site clearance of the structure(s) located in the City of Fort Wayne per Bid #689, hereby propose to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services to perform and complete all work within 30 days from the execution of this contract required for the demolition and ~~rough grading~~ *Twenty four thousand eight hundred ninety five dollars* rough grading for the sum of _____ Dollars (\$24,895⁰⁰) in addition to and above the value of such salvage materials specified to become the property of the Bidder.

The Bidder hereby acknowledges and agrees to the following specifications:

A. Before work is started, the Contractor shall deliver to the City of Fort Wayne, BOARD OF PARK COMMISSIONERS:

1. Certificate from Industrial Board of the State of Indiana confirming compliance with the Indiana Workmen's Compensation Act.
2. Certificate from insurer of Public Liability Insurance Company confirming public liability coverage in the sum not less than \$300,000/\$500,000 and Bond for Compliance in a sum equal to twice the amount of the bid.
3. Certificate from the insurer of Property Damage Insurance showing coverage is sum not less than One Hundred Thousand (\$100,000.00) Dollars.


The Contractor's Insurance for Public Liability, Property Damage and Workmen's Compensation shall be maintained continuously for the duration of work under this contract. The City of Fort Wayne shall be named as additional assureds in all such insurance policies.

- B. The Contractor shall, at his own expense, secure and pay to the appropriate Department of the Local Government, the fees or charges for all permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, and repaving of streets and sidewalks and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
- C. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the Demolition and Site Clearance.
- D. The Contractor hereby agrees to the following details regarding the demolition of structures _____, as applicable.
1. Demolish and remove all buildings and appurtenances thereto. All parts of the structures shall be removed.
 2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys, and adjacent property.
 3. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. Lanterns or lights shall be placed at night for the protection of the public. Warning signs shall also be placed. The Contractor shall plan daily operations so that exposed basements are filled before the area is left unguarded at the end of a working day.
 4. Provide for adequate drainage - existing basement floors in all buildings and structures shall be broken-up. A minimum of 20 per cent earth below the basement floor shall be uniformly exposed. All concrete and asphalt slabs that are located on grade or within the top 12" of the grade shall be removed from the premises. All foundations walls, posts, retaining walls, steps, etc., are to be broken off 36" below existing grade level. This is to be measured at the lowest grade level around outside of the building line.

5. All drains including floor drains, sanitary drains, drains from toilets, urinals, lavatories, sinks, etc., shall be plugged. Use one part cement and three parts sand in grout for plugging. The same means shall be used to plug all conduit pipe and water supply lines passing through foundation walls.
6. Care must be taken to protect existing trees, overhead wiring and property markers. A ten (10) foot safety zone will be maintained between equipment and overhead wiring at all times.
7. Existing underground tanks in area shall be removed. If cisterns or septic tanks exist on premises, they must be uncovered and filled by the Contractor in accordance with the requirements for basements.
8. It shall be the responsibility of the Contractor to leave cleared site in a clean condition. No debris is to be left scattered on site.
9. Manholes and catch basin castings and fire hydrants shall be protected and left intact.

CONTRACT DOCUMENT

The contract between the City of Fort Wayne Board of Park Commissioners and the Contractor will be in effect from the date of the execution of the contract document.

 V.P.

MARTIN, INC
Name of Bidder

PO Box 522
FORT WAYNE, IN. 46801
Address of Bidder

11/25/75

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

[Signature]

Bidder or Agent

For WATSON, INC.

Firm or Corporation

Subscribed and sworn to before me this 16th day of December, 1975

My Commission Expires

7-21-79

[Signature]

Robert Leon Geske

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Twelve hundred fifty

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

IF A corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

..... Dollars on Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

MARTIN, INC.
Name of Bidder—Print or Type
By: [Signature]
Signature of person Authorized to Sign
Title Vice President
PO Box 522
Street Name and Number
FORT WAYNE IN. 46801
City, State and Zip Code
Date

Witnessed by:

SURETY

UNITED STATES FIDELITY
AND SURETY COMPANY
Name of Company — Print or Type
Incorporated
In the State of: MARYLAND
Address: BALTIMORE, MARYLAND
By: [Signature]
Sign on this Line

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~has done~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre Vice-President.

(SEAL) (Signed) J. E. Dallam Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 24th day of April, A. D. 1970, before me personally came Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallam were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970....

(SEAL) (Signed) Herbert J. Aull Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Set.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bouse

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

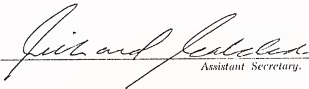
I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of **Fort Wayne, Indiana**, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 12/17/25 (Date)


Assistant Secretary.



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Robert C. Arnold - Superintendent of Park Department Date 1-26-76
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council on February 3, 1976

COPIES TO:

RE: BILL NO. R-76-01-06

AN ORDINANCE approving a certain bid document
for the demolition of Jefferson Recreation
Center Building

Please be advised your presence is requested in regard to the above
bill at the Common Council Committee Session held on February 3, 1976,
in Room 128, at 7:30 P.M.

Council would appreciate that you bring any information you may
have which will enable them to make a decision regarding the
above bill.

Thank you.

DIGEST SHEET

TITLE OF ORDINANCE

S-76-01-14

DEPARTMENT REQUESTING ORDINANCE Department of Public Parks

SYNOPSIS OF ORDINANCE Ordinance ratifying a contract with Martin, Inc

for the Demolition or Wrecking and removal of the Jefferson Recreational Center
Building

EFFECT OF PASSAGE Demolition of a condemned building

EFFECT OF NON-PASSAGE A condemned building would be available for a disaster.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$24,985.00

ASSIGNED TO COMMITTEE (J.N.) *O.M. was yd.*